

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Nevada Bell Telephone Company d/b/a SBC Nevada provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.3 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **SBC NEVADA** and CLEC will negotiate prices.
- 1.4 For modifications of **SBC NEVADA**'s plant facilities see the BFR process to satisfy the CLEC request.
- 1.5 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. BILLING TIMELINES

- 2.1 All prices for **usage charges**, monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in **SBC NEVADA**'s Carrier Access Billing System (CABS).
- 2.2 Any change of prices for **usage charges**, MRCs and NRCs subsequent to the effective date of this agreement may take a substantial period of time to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, **SBC NEVADA** may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, **SBC NEVADA** shall **delay billing or** bill at the prices **SBC NEVADA** is currently billing one (1) or more of its other CLEC End Users that, in **SBC NEVADA**'s good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing. ***These true ups will be excluded from billing performance results.***
- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix UNE (or any other Appendix) which is not specifically listed herein or therein, **SBC NEVADA** and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element, Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix UNE of this Agreement may be longer.

- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.
- 3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC NEVADA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC NEVADA will round up to the next whole mile before determining the mileage and applying rates.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

4. NON-RECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five categories of rates.
- 4.2 Consistent with 51.307(d), there are non-recurring charges for each unbundled network element on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 4.3 For Resale, when a CLEC converts an end user currently receiving non-complex from the SBC NEVADA network, without any changes to SBC NEVADA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 4.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other telecommunications providers to use CLEC's SS7 signaling network.
- 4.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC NEVADA to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.
- 4.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.7 Time and Material charges (a.k.a. additional labor charges) are defined in Appendix Pricing.

5. UNBUNDLED LOCAL SWITCHING (ULS)

5.1 Rate Structure for ULS

5.1.1 Inter Switch Originating

- 5.1.1.1 When any call originates from an ULS Port, CLEC will pay the ULS Interoffice - Originating (ULS-O) rates. ULS-O rate elements include a charge for Setup per Attempt and a charge per Minute of Use (MOU). If the call routes over SBC NEVADA's network, the CLEC will pay Shared Transport, Fixed and Per Mile.

5.1.2 Inter Switch Terminating

- 5.1.2.1 When a call terminates to an ULS Port, CLEC will pay ULS Interoffice - Terminating (ULS-T) rates. ULS-T rate elements include a charge for Setup per Call and a charge per MOU. In the case of Local Calls originated from a SBC NEVADA End User and terminated to a ULS Port, no originating call record exists from which to bill MOU and Setup per Call charges for ULS-T. In these cases, the terminating MOUs and number of Call Setups to the ULS Port will equal the originating MOUs and number of Call Setups from CLEC ULS Ports that are terminated to SBC NEVADA End User ports. These ULS-T charges are not applicable on Intra Switch calls.

5.1.3 Intra Switch

5.1.3.1 CLEC will pay only ULS Intraoffice – Originating Setup per Call and per MOU for a call originating from a CLEC ULS line or trunk port that terminates to any other End User service line or any other unbundled line or trunk port which is connected to the same End Office Switch.

5.2 IntraLATA and InterLATA Toll Calls

5.2.1 Originating Toll - IntraLATA and InterLATA Dialing Parity toll calls from CLEC ULS Ports will be routed to the End Users Primary Interexchange Carrier of choice. For intraLATA and interLATA toll calls, originated by SBC NEVADA ULS customers and delivered to the IXC at the SBC NEVADA access tandem, the CLEC will pay ULS-O, Tandem Switching, and Common Transport. Where an IXC elects to collect this traffic at a SBC NEVADA End Office Switch via dedicated trunking, the CLEC will pay ULS-O.

5.2.2 Terminating Toll - For IntraLATA and interLATA toll calls terminated to a SBC NEVADA ULS customer and delivered via the SBC NEVADA tandem, the CLEC will pay ULS-T, Tandem Switching, and Common Transport. Where an IXC is directly interconnected at the SBC NEVADA End Office Switch, the CLEC will pay ULS-T.

5.3 SBC NEVADA charges for customized routing are dependent upon switch type and include switching establishment in addition to the customized routing charges to be determined on a project specific basis.

5.4 With ULS, SBC NEVADA will provide SS7 signaling for all originating calls in the same manner as SBC NEVADA uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the USL “set-up per call” charge.

6. BILLING

6.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation; construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.